

Delaware

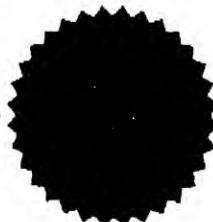
PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"ATHENS ACQUISITION CORP.", A DELAWARE CORPORATION,
WITH AND INTO "EPICENTRIC, INC." UNDER THE NAME OF
"EPICENTRIC, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER
THE LAWS OF THE STATE OF CALIFORNIA, AS RECEIVED AND FILED IN
THIS OFFICE THE SECOND DAY OF DECEMBER, A.D. 2002, AT 5 O'CLOCK
P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE
NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3596989 8100M

AUTHENTICATION: 2119241

020738320

DATE: 12-02-02

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 05:00 PM 12/02/2002
020738220 - 3583265

CERTIFICATE OF MERGER**MERGING****ATHENS ACQUISITION CORP.****WITH AND INTO****EPICENTRIC, INC.**

Pursuant to Section 252 of the
General Corporation Law of the State of Delaware

Epicentric, Inc., a California corporation, DOES HEREBY CERTIFY THAT:

FIRST: The name and state of incorporation of each of the constituent corporations participating in the merger herein certified (collectively, the "Constituent Corporations") are as follows:

<u>Name</u>	<u>State of Incorporation</u>
Epicentric, Inc. (" <u>Company</u> ")	California
Athens Acquisition Corp. (" <u>Merger Sub</u> ")	Delaware

SECOND: A Merger Agreement, dated as of October 29, 2002, by and between Merger Sub and Company (the "Merger Agreement"), providing for the merger of Merger Sub with and into Company (the "Merger"), has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with subsection (c) of Section 252 of the General Corporation Law of the State of Delaware (the "DGCL").

THIRD: The Company shall be the surviving corporation of the merger and the name of the surviving corporation in the Merger (the "Surviving Corporation") shall be Epicentric Merger Corp.

FOURTH: The Articles of Incorporation of Surviving Corporation shall be amended and restated as the result of the Merger.

FIFTH: The executed Merger Agreement is on file at the principal place of business of the Surviving Corporation at The Landmark @ One Market, One Market Street, 7th Floor, San Francisco, CA 94105.

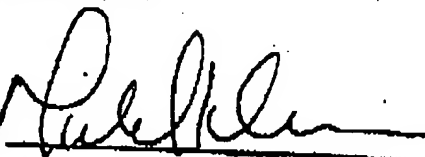
SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder or shareholder, as the case may be, of any of the Constituent Corporations.

SEVENTH: The Surviving Corporation (i) agrees that it may be served with process in the State of Delaware in any proceeding for the enforcement of any obligation of the Merger Sub, as well as for enforcement of any obligation of the Surviving Corporation arising from the Merger, including any suit or other proceeding to enforce the right of any stockholders as determined in appraisal proceedings pursuant to Section 262 of the DGCL, and (ii) irrevocably appoints the Secretary of State of the State of Delaware as its agent to accept service of process in any such suit or other proceedings. A copy of any such process may be mailed to the parent of the Surviving Corporation at the following address: Vignette Corporation, 1601 S. MoPac Expressway, Austin, Texas 78746, Attention: Bryce Johnson, until the Surviving Corporation shall have hereafter designated in writing to the said Secretary of State a different address for such purposes.

[Signature Page Next]

IN WITNESS WHEREOF, this Certificate of Merger has been executed on the 2nd day of December
2002.

EPCENTRIC, INC.

By 

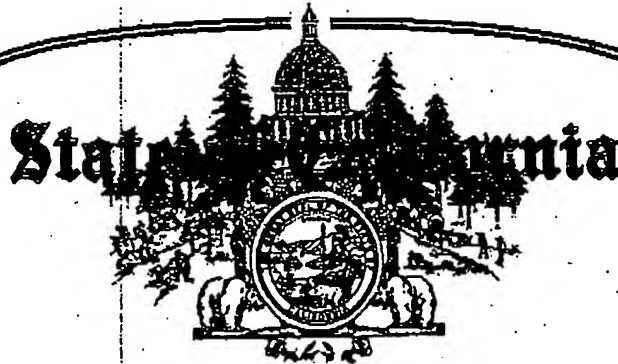
Name: Michael Cronin

Title: President

SIGNATURE PAGE TO CERTIFICATE OF MERGER

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SECRETARY OF STATE

I, **BILL JONES**, Secretary of State of the State of California, hereby certify:

That the attached transcript of 17 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

DEC 02 2002

Secretary of State

A0589270

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

DEC - 2 2002

BRI JONES, Secretary of State

AGREEMENT OF MERGER OF

EPICENTRIC, INC.

AND

ATHENS ACQUISITION CORP.

THIS AGREEMENT OF MERGER (this "Agreement"), is made and entered into as of December 2, 2002 by and among Vignette Corporation, a Delaware corporation ("Parent"), Epicentric, Inc., a California corporation (the "Company") and Athens Acquisition Corp., a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub" and, together with the Company, the "Constituent Corporations").

RECITALS

A. Parent, Merger Sub, the Company, U.S. Bank, N.A., as escrow agent and Carl Nichols as Shareholder Representative have entered into that certain Merger Agreement dated as of October 29, 2002 (the "Merger Agreement"), providing for, among other things, the execution and filing of this Agreement and the merger of Merger Sub with and into the Company upon the terms set forth in the Merger Agreement and this Agreement (the "Merger").

B. The respective Boards of Directors of each of the Constituent Corporations deem it advisable and in the best interests of each of such corporation and their respective shareholders that Merger Sub be merged with and into the Company and, in accordance therewith, have approved this Agreement and the Merger.

C. The Merger Agreement, this Agreement and the Merger have been approved by the shareholders of the Company and by the sole shareholder of Merger Sub.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein and in the Merger Agreement, each of the Constituent Corporations hereby agrees that Merger Sub shall be merged with and into the Company in accordance with the Merger Agreement and the provisions of the laws of the State of California, upon the terms and subject to the conditions set forth as follows:

ARTICLE I

THE CONSTITUENT CORPORATIONS

1.1 The Company. The Company is a corporation duly organized and existing under the laws of the State of California with an authorized capital of (i) 70,000,000 shares of Common Stock, of which 13,150,379 shares are issued and outstanding as of the date hereof, and (ii) 31,565,114 shares of Preferred Stock, of which (A) 2,250,000 shares are designated Series A Preferred Stock, all of which are issued and outstanding, (B) 8,880,000 shares are designated Series B Preferred Stock, 8,657,315 of which are issued and outstanding, (C) 4,811,905 shares are designated Series C

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Preferred Stock, 4,759,955 of which are issued and outstanding, and (D) 13,703,209 shares are designated Series D Preferred Stock, 13,024,007 of which are issued and outstanding, and 50,000 of which are reserved for issuance pursuant to warrants for Series D Preferred Stock. The Company was incorporated under the laws of the State of California on October 9, 1998.

1.2 Merger Sub. Merger Sub is a corporation duly organized and existing under the laws of the State of Delaware with an authorized capital of 1,000 shares of Common Stock. As of the date of this Agreement, 1,000 shares of Common Stock of Sub are issued and outstanding and held by Parent. Merger Sub was incorporated under the laws of the State of Delaware on October 23, 2002.

ARTICLE II

THE MERGER

2.1 The Merger. At the Effective Time (as defined in Section 2.2 hereof), and upon the terms and subject to the conditions of this Agreement and the applicable provisions of the California Corporations Code ("CCC" or "California Law"), Merger Sub shall be merged with and into the Company, the separate corporate existence of Merger Sub shall cease, and the Company shall continue as the surviving corporation. The Company, as the surviving corporation after the Merger, is hereinafter sometimes referred to as the "Surviving Corporation."

2.2 Filing and Effectiveness. This Agreement, together with the officers' certificates of each of the Constituent Corporations required by California Law shall be filed with the Secretary of State of the State of California at the time specified in the Merger Agreement and as provided in Sections 1103 and 1108 of the CCC. Concurrently with the filing of this Agreement, a Certificate of Merger will be filed with the Secretary of State of the State of Delaware in accordance with the applicable provisions of the DGCL. The time of acceptance by the Secretary of State of California of the filing of this Agreement and the officers' certificates of the Constituent Corporations with the Secretary of State of California is referred to herein as the "Effective Time".

2.3 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the CCC. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all property, rights, privileges, powers and franchises of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation.

2.4 Articles of Incorporation. At the Effective Time, the Articles of Incorporation of the Company as in effect immediately prior to the Effective Time shall be amended and restated in full to read as set forth in Annex I hereto, and shall be the Articles of Incorporation of the Surviving Corporation, until duly amended in accordance with applicable law.

2.5 Directors and Officers. The directors of Merger Sub immediately prior to the Effective Time shall be the directors of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation, and the officers of Merger Sub immediately prior to the Effective Time shall be the officers of the Surviving Corporation, in each

case until their respective successors are duly elected or appointed and qualified in the manner provided in the Articles of Incorporation and Bylaws of the Surviving Corporation and in accordance with applicable law.

2.6 Consideration to be Issued: Effect on Capital Stock. At the Effective Time, by virtue of the Merger and without any further action on the part of Parent, Merger Sub, the Company or any Shareholder, all of the outstanding shares of Series A Preferred, Series B Preferred, Series C Preferred, and Series D Preferred (as defined below) shall be converted into the right to receive (as set forth in Section 2.6(b)) (x) cash in the aggregate amount of \$26 million (the "Cash Merger Consideration") less \$150,000 (the "Land Use Reserve") to be held in reserve to pay certain costs and expenses associated with the Land Use Litigation as defined and set forth in Section 2.12 below, and (y) the Litigation Proceeds (as defined below), if any, resulting from the Land Use Litigation (the Litigation Proceeds together with the Cash Merger Consideration, the "Merger Consideration"). As of the Effective Time of the Merger, each share of Company Capital Stock that is issued and outstanding immediately prior to the Effective Time of the Merger (other than shares, if any, held by persons exercising dissenters' rights in accordance with Chapter 13 of the CCC ("Dissenting Shares") as provided in Section 2.8 below), shall, by virtue of the Merger and without any action on the part of Company shareholders, be converted into the right to receive the Merger Consideration as follows:

(a) Company Preferred Stock.

(i) the Series A Preferred Merger Consideration shall be allocated to each share of Series A Preferred issued and outstanding immediately prior to the Effective Time (other than any Dissenting Shares) in an amount equal to the quotient of (1) the Series A Preferred Merger Consideration and (2) the number of shares of Series A Preferred issued and outstanding immediately prior to the Effective Time,

(ii) the Series B Preferred Merger Consideration shall be allocated to each share of Series B Preferred issued and outstanding immediately prior to the Effective Time (other than any Dissenting Shares) in an amount equal to the quotient of (1) the Series B Preferred Merger Consideration and (2) the number of shares of Series B Preferred issued and outstanding immediately prior to the Effective Time,

(iii) the Series B Preferred Allocation of the Litigation Proceeds shall be allocated pro rata to each share of Series B Preferred issued and outstanding immediately prior to the Effective Time (other than any Dissenting Shares),

(iv) the Series C Preferred Merger Consideration shall be allocated to each share of Series C Preferred issued and outstanding immediately prior to the Effective Time (other than any Dissenting Shares) in an amount equal to the quotient of (1) the Series C Preferred Merger Consideration and (2) the number of shares of Series C Preferred issued and outstanding immediately prior to the Effective Time,

(v) the Series C Preferred Allocation of the Litigation Proceeds shall be allocated pro rata to each share of Series C Preferred issued and outstanding immediately prior to the Effective Time (other than any Dissenting Shares).

(vi) the Series D Preferred Merger Consideration shall be allocated to each share of Series D Preferred issued and outstanding immediately prior to the Effective Time (other than any Dissenting Shares) in an amount equal to the quotient of (1) the Series D Preferred Merger Consideration and (2) the number of shares of Series D Preferred issued and outstanding immediately prior to the Effective Time, and.

(vii) the Series D Preferred Allocation of the Litigation Proceeds shall be allocated pro rata to each share of Series D Preferred issued and outstanding immediately prior to the Effective Time (other than any Dissenting Shares).

(b) As used in this Agreement, the following terms have the following meanings:

(i) "Litigation Proceeds" means, regardless of whether the Land Use Litigation is settled or otherwise concluded prior to, on or subsequent to the Effective Time, any proceeds from, or other amounts paid or payable in connection with, any settlement, conclusion or other resolution of the Land Use Litigation and any amounts remaining in the Land Use Reserve following such settlement, conclusion or other resolution.

(ii) "Series A Preferred Merger Consideration" means six hundred thirty-seven thousand five hundred dollars (\$637,500).

(iii) "Series B Preferred Merger Consideration" means three million three hundred thirty-two thousand six hundred seventy dollars (\$3,332,670).

(iv) "Series B Preferred Allocation" shall mean the right to receive fourteen and fifty-two hundredths percent (14.52%) of the Litigation Proceeds.

(v) "Series C Preferred Merger Consideration" means one million seven hundred sixteen thousand eight hundred and thirty dollars (\$1,716,830).

(vi) "Series C Preferred Allocation" shall mean the right to receive seven and forty-eight hundredths percent (7.48%) of the Litigation Proceeds.

(vii) "Series D Preferred Merger Consideration" means twenty million one hundred and sixty-three thousand dollars (\$20,163,000).

(viii) "Series D Preferred Allocation" shall mean the right to receive seventy-eight percent (78%) of the Litigation Proceeds.

(ix) "Company Capital Stock" shall mean all outstanding shares of the Company's Common Stock (the "Company Common Stock"), all outstanding shares of the Company's Series A Preferred Stock (the "Series A Preferred"), all outstanding shares of the Company's Series B Preferred Stock (the "Series B Preferred"), all outstanding shares of the

Company's Series C Preferred Stock (the "Series C Preferred"), all outstanding shares of the Company's Series D Preferred Stock (the "Series D Preferred") (the Series A Preferred, Series B Preferred, Series C Preferred and Series D Preferred, are collectively referred to as the "Company Preferred Stock").

(c) Company Common Stock. Each share of Company Common Stock that is issued and outstanding immediately prior to the Effective Time of the Merger (other than any Dissenting Shares) shall, by virtue of the Merger and without any action on the part of Company shareholders, be canceled and extinguished without any consideration.

(d) Treatment of Company Options. Each option to purchase shares of Company Common Stock (a "Company Option") which is outstanding and has not been exercised prior to the Closing Date shall not be assumed by Parent.

(e) Capital Stock of Merger Sub. Each share of common stock, per value \$0.001 per share, of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and thereafter represent one (1) validly issued, fully paid and nonassessable common share of the Surviving Corporation, so that thereafter Parent will be the sole and exclusive owner of all of the issued and outstanding capital stock of the Surviving Corporation.

2.7 Cancellation of Company-Owned Stock. Each share of Company Common Stock or Company Preferred Stock held by Company or any direct or indirect wholly-owned subsidiary of Company immediately prior to the Effective Time shall be canceled and extinguished without any conversion thereof.

2.8 Dissenters' Rights

(a) Notwithstanding anything to the contrary contained in this Agreement, any shares of Company Capital Stock held by a holder who has demanded and perfected dissenters' rights for such shares in accordance with California Law and who, as of the Effective Time, has not effectively withdrawn or lost such dissenters' rights ("Dissenting Shares") shall not be converted into or represent the right to receive cash in accordance with Section 2.6, and the holder or holders of such shares shall be entitled only to such rights as may be granted to such holder or holders pursuant to Chapter 13 of the CCC; provided, however, that if such holder or holders withdraw or lose such dissenters' rights subsequent to the Effective Time they shall be entitled to receive cash in accordance with Section 2.6.

(b) The Company shall give Parent (i) prompt notice of any demands for purchase of any shares of Company Capital Stock by dissenting shareholders, withdrawals of such demands, and any other instruments served pursuant to California Law and received by Company and (ii) the opportunity to participate in all negotiations and proceedings with dissenting shareholders under California Law. The Company shall not, except with the prior written consent of Parent, voluntarily make any payment with respect to any demands for purchase of the Company Capital Stock by dissenting shareholders or offer to settle or settle any such demands.

2.9 Exchange of Certificates

(a) Exchange Procedures. Parent shall appoint itself as the exchange agent (the "Exchange Agent"). Within ten (10) days after the Effective Time of the Merger, the Exchange Agent shall mail to each holder of record of a certificate or certificates which immediately prior to the Effective Time of the Merger represented outstanding shares of Company Capital Stock (the "Certificates") whose shares are being converted into the Merger Consideration pursuant to Section 2.6 hereof (less any Cash Merger Consideration held in escrow as described in Section 2.10 hereof), (i) a letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates to the Exchange Agent and which shall be in such form and have such other provisions as Parent may reasonably specify) (the "Letter of Transmittal") and (ii) instructions for use in effecting the surrender of the Certificates in exchange for the Merger Consideration (less any Cash Merger Consideration held in escrow as described in Section 2.10 hereof). Upon surrender of a Certificate for cancellation to the Exchange Agent or to such other agent or agents as may be appointed by Parent, together with such letter of transmittal, duly executed, the holder of such Certificate shall be entitled to receive in exchange therefor the amount of cash (less any Cash Merger Consideration held in escrow as described in Section 2.10 hereof) to which the holder of Company Capital Stock is entitled pursuant to Section 2.6 hereof. The Certificate so surrendered shall forthwith be canceled. No interest will accrue or be paid to the holder of any outstanding Company Capital Stock. From and after the Effective Time of the Merger, until surrendered as contemplated by this Section 2.9, each Certificate shall be deemed for all corporate purposes to evidence the amount of cash into which the shares of Company Capital Stock represented by such Certificate have been converted.

(b) No Further Ownership Rights in Capital Stock of Company. The Cash Merger Consideration delivered upon the surrender for exchange of shares of Company Capital Stock in accordance with the terms hereof and the right to receive Litigation Proceeds shall be deemed to have been delivered in full satisfaction of all rights pertaining to such Company Capital Stock. There shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of Company Capital Stock, which were outstanding immediately prior to the Effective Time of the Merger. If, after the Effective Time of the Merger, Certificates are presented to the Surviving Corporation for any reason, they shall be canceled and exchanged as provided in this Section 2.9(b), provided that the presenting holder is listed on Company's shareholder list as a holder of Company Capital Stock.

(c) Required Withholding. Each of the Exchange Agent, Parent and the Surviving Corporation shall be entitled to deduct and withhold from any consideration payable or otherwise deliverable pursuant to this Agreement to any holder or former holder of Company Capital Stock such amounts as may be required to be deducted or withheld therefrom under the Internal Revenue Code of 1986 (the "Code") or state, local or foreign law. To the extent such amounts are so deducted or withheld, such amounts shall be treated for all purposes under this Agreement as having been paid to the person to whom such amounts would otherwise have been paid.

(d) No Liability. Notwithstanding anything to the contrary in this Section 2.9, neither the Exchange Agent, Parent, or the Surviving Corporation shall be liable to a holder of shares of

Company Capital Stock for any amount properly paid to a public official pursuant to any applicable abandoned property, escheat or similar law.

(c) No Further Transfers. At the Effective Time, holders of certificates representing shares of Company Capital Stock that were outstanding immediately prior to the Effective Time shall cease to have any rights as shareholders of the Company, and the stock transfer books of the Company shall be closed with respect to all shares of such Company Capital Stock outstanding immediately prior to the Effective Time. No further transfer of any such shares of Company Capital Stock shall be made on such stock transfer books after the Effective Time. If, after the Effective Time, a valid certificate previously representing any of such shares of Company Capital Stock is presented to the Surviving Corporation or Parent, such stock certificate shall be canceled and shall be exchanged as provided in Section 2.9 hereof.

2.10 Escrow Agreement. The parties hereto agree that ten percent (10%) of the Cash Merger Consideration and seven hundred and fifty thousand dollars (\$750,000) of the Litigation Proceeds received by Parent or Company, if any, (the "Escrow Amount") shall be held in escrow pursuant Section 9 of the Merger Agreement. No Company shareholder shall receive cash held in escrow unless and until permitted under the terms of Section 9 of the Merger Agreement.

2.11 Taking of Necessary Action; Further Action. Parent, Merger Sub and Company shall take all such actions as may be necessary or appropriate in order to effect the Merger as promptly as possible. If, at any time after the Effective Time of the Merger, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of Company, the officers and directors of such corporation are fully authorized in the name of the corporation or otherwise to take, and shall take, all such action.

2.12 Land Use Litigation.

(a) At the Effective Time, Parent shall deposit Land Use Reserve to an account to be maintained and controlled by a person or persons (the "Litigation Representatives") designated by the Shareholders' Representative to cover costs and expenses associated with the prosecution of that certain litigation matter entitled "Epicentric, Inc. v. Arter & Hadden, LLP, et al." (the "Land Use Litigation"). Any expenses or liabilities incurred in connection with the Land Use Litigation subsequent to the Effective Time shall be the sole responsibility of the holders of Series B Preferred, Series C Preferred and Series D Preferred immediately prior to Closing; provided, however, that neither the Shareholders' Representative nor the Litigation Representatives shall incur costs and expenses in excess of the Land Use Reserve without the prior approval of the shareholders. The Litigation Representatives shall be given a power-of-attorney by Parent and Company, if necessary, and such other power and authority as necessary to allow the Litigation Representatives, or a designee thereof, to prosecute the Land Use Litigation and to take such other actions as are reasonably necessary in connection therewith. The Litigation Representatives shall keep the Shareholders' Representative reasonably apprised of the status of the Land Use Litigation and shall have the authority to settle the Land Use Litigation, subject to the approval of the Shareholders' Representative upon consultation with the shareholders.

(b) Following the Effective Time, each of Parent and Company shall use its commercially reasonable efforts to take, or cause to be taken, all appropriate action and do, or cause to be done, all things necessary, proper or advisable to effect this Section 2.12.

(c) The Litigation Representatives, effective upon their appointment by the Shareholders' Representative, and without further act of Parent, Company or any shareholder, shall be entitled to direct the prosecution of the Land Use Litigation, to retain such persons as required for the prosecution of the Land Use Litigation, to pay costs and expenses incurred in connection with the Land Use Litigation out of the Land Use Reserve, to authorize such other persons as necessary to take action in connection with the prosecution of the Land Use Litigation, and to take all actions necessary or appropriate in the judgment of the Litigation Representatives for the accomplishment of the foregoing; provided, however, if the holders of Series B Preferred, Series C Preferred and Series D Preferred fail to promptly pay any costs or expenses in excess of the Land Use Reserve, then Parent shall not be obligated to continue the Land Use Litigation and the Litigation Representatives shall, upon Parent's request, promptly take any and all required action to dismiss the Land Use Litigation. The Litigation Representatives may be changed by the Shareholders' Representative at any time. The Litigation Representatives shall at all times act in their capacity as Litigation Representatives in a manner that the Litigation Representatives believe to be in the best interest of the holders of Series B Preferred, Series C Preferred and Series D Preferred entitled to receive any Litigation Proceeds; provided, however, that if such holders fail to pay any costs and expenses in excess of the Land Use Reserve, the Litigation Representatives shall promptly, upon Parent's request, take any and all required action to dismiss the Land Use Litigation. The Litigation Representatives may consult with legal counsel and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel or other experts. The Litigation Representatives shall not be liable for any act done or omitted hereunder as Litigation Representatives while acting in good faith and in the exercise of reasonable judgment. In the event that the Litigation Representatives are current or former officers of Company, their indemnification agreements in effect with Company shall apply to their services performed as Litigation Representatives. In addition, the holders of Series B Preferred, Series C Preferred and Series D Preferred shall severally (but not jointly) indemnify the Litigation Representatives and hold the Litigation Representatives harmless against any loss, liability or expense incurred without negligence or bad faith on the part of the Litigation Representatives and arising out of or in connection with the acceptance or administration of the Litigation Representatives' duties pursuant to this Section 2.12, including the reasonable fees and expenses of any legal counsel retained by the Litigation Representatives; provided, however, that in no event shall any such holder be liable under any circumstance for an amount in excess of any Merger Consideration actually received by such holder.

ARTICLE III MISCELLANEOUS

3.1 Termination by Mutual Agreement. Notwithstanding the approval of this Agreement by the shareholders of Merger Sub and the Company, this Agreement may be terminated at any time prior to the Effective Time by mutual agreement of the Board of Directors of Merger Sub and the Company.

3.2 Termination of Merger Agreement. Notwithstanding the approval of this Agreement by the shareholders of Merger Sub and the Company, this Agreement shall terminate forthwith in the event that the Merger Agreement shall be terminated prior to the Effective Time as therein provided.

3.3 Amendment. Prior to the Effective Time, this Agreement may be amended by the parties hereto at any time before or after approval hereof by the shareholders of either Merger Sub or the Company, but, after any such approval, no amendment will be made which, under the applicable provisions of California law, requires the further approval of shareholders without obtaining such further approval. This Agreement shall not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

3.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one agreement.

3.5 Governing Law. This Agreement shall be governed in all respects, including validity, interpretation and effect by the laws of the State of California.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

EPICENTRIC, INC.

By: 

Name: Michael Croso

Title: President and Chief Executive Officer

By: 

Name: Cynthia Parks

Title: Secretary

VIGNETTE CORPORATION

By: _____

Name: Tom Hogan

Title: President and Chief Executive Officer

By: _____

Name: Bryce Johnson

Title: Secretary

ATHENS ACQUISITION CORP.

By: _____

Name: Tom Hogan

Title: President

By: _____

Name: Bryce Johnson

Title: Secretary

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

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By: _____

Name: Michael Croano

Title: President and Chief Executive Officer

By: _____

Name: Cynthia Parks

Title: Secretary

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By:  _____

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Title: Secretary

VIGNETTE CORPORATION

By: _____

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Title: President and Chief Executive Officer

By: _____

Name: Bryce Johnson

Title: Secretary

ATHENS ACQUISITION CORP.

By: _____

Name: Tom Hogan

Title: President

By: _____

Name: Bryce Johnson

Title: Secretary

ANNEX I**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
EPICENTRIC, INC.
(a California corporation)****ARTICLE I**

The name of this corporation is Epicentric Merger Corp.

ARTICLE II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

ARTICLE III

The name and address in the State of California of this corporation's initial agent for service of process is:

not applicable

ARTICLE IV

This corporation is authorized to issue one class of shares of stock to be designated Common Stock, with a par value of \$0.001 per share. The total number of shares which this corporation is authorized to issue is 1000 shares.

ARTICLE V

- (A) The liability of directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.
- (B) This corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporation Code) to the fullest extent permissible under California law.
- (C) Any amendment or repeal or modification of the foregoing provisions of this Article V shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification.

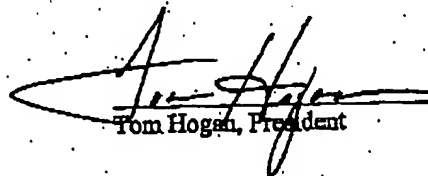
**CERTIFICATE OF APPROVAL OF
AGREEMENT OF MERGER OF
EPICENTRIC, INC.
AND
ATHENS ACQUISITION CORP.**

We, the undersigned officers of Athens Acquisition Corp., a corporation organized and existing under the laws of the State of Delaware ("Merger Sub"), state and certify that:

1. We are the duly elected or appointed, qualified and acting President and Secretary, respectively, of Merger Sub.
2. The Agreement of Merger in the form attached was approved by the Board of Directors and by the sole stockholder of Merger Sub.
3. The total number of outstanding shares of Merger Sub entitled to vote on the Agreement of Merger was 1,000 shares of common stock, par value \$1.00 per share (the "Common Stock").
4. The stockholder percentage of vote required for the aforesaid approval was in excess of 50% of the outstanding shares of Common Stock.
5. The principal terms of the Agreement of Merger in the form attached were approved by the consent of Merger Sub's sole stockholder, holding 100% of Merger Sub's outstanding Common Stock, which vote exceeded the vote required.

On the date set forth below, we do hereby declare under penalty of perjury under the laws of the State of California that we have signed the foregoing certificate in the official capacity set forth beneath our respective signatures, and that the statements set forth in said certificate are true and correct to our own knowledge.

Dated: 12/2, 2002


Tom Hogan, President

Bryce Johnson, Secretary

**CERTIFICATE OF APPROVAL OF
AGREEMENT OF MERGER OF
EPICENTRIC, INC.
AND
ATHENS ACQUISITION CORP.**


We, the undersigned officers of Athens Acquisition Corp., a corporation organized and existing under the laws of the State of Delaware ("Merger Sub"), state and certify that:

1. We are the duly elected or appointed, qualified and acting President and Secretary, respectively, of Merger Sub.
2. The Agreement of Merger in the form attached was approved by the Board of Directors and by the sole stockholder of Merger Sub.
3. The total number of outstanding shares of Merger Sub entitled to vote on the Agreement of Merger was 1,000 shares of common stock, par value \$1.00 per share (the "Common Stock").
4. The stockholder percentage of vote required for the aforesaid approval was in excess of 50% of the outstanding shares of Common Stock.
5. The principal terms of the Agreement of Merger in the form attached were approved by the consent of Merger Sub's sole stockholder, holding 100% of Merger Sub's outstanding Common Stock, which vote exceeded the vote required.

On the date set forth below, we do hereby declare under penalty of perjury under the laws of the State of California that we have signed the foregoing certificate in the official capacity set forth beneath our respective signatures, and that the statements set forth in said certificate are true and correct to our own knowledge.

Dated: 12/2 2002

Tom Hogan, President



Bryce Johnson, Secretary

**CERTIFICATE OF APPROVAL OF
AGREEMENT OF MERGER OF
EPICENTRIC, INC.
AND
ATHENS ACQUISITION CORP.**


We, the undersigned officers of Epicentric, Inc., a corporation organized and existing under the laws of the State of California ("Company"), state and certify that:

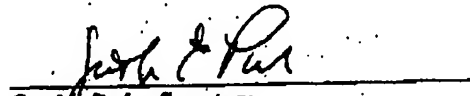
1. We are the duly elected or appointed, qualified and acting President and Secretary, respectively, of Company.
2. The Agreement of Merger in the form attached was approved by the Board of Directors and shareholders of the Company.
3. The total number of outstanding shares of Company entitled to vote on the Agreement of Merger was 13,150,379 shares of common stock (the "Common Stock") and 30,691,277 shares of preferred stock (the "Preferred Stock"), which includes 4,250,000 shares of Series A Preferred Stock (the "Series A Preferred Stock"), 8,657,315 shares of Series B Preferred Stock (the "Series B Preferred Stock"), 4,759,955 shares of Series C Preferred Stock (the "Series C Preferred Stock") and 13,024,007 shares of Series D Preferred Stock (the "Series D Preferred Stock").
4. The stockholder percentage of vote required for the aforesaid approval was in excess of (a) 50% of the shares of Preferred Stock, voting together as a single class, (b) 50% of the shares of Preferred Stock, voting together as a single class and on an as converted basis, (c) 50% of the shares of Series D Preferred Stock, voting as a single class, and (d) 50% of the shares of Common Stock.
5. The principal terms of the Agreement of Merger in the form attached were approved by the shareholders of the Company by a vote of the number of shares of Preferred Stock, Series D Preferred Stock, and Common Stock, voting as separate classes, which equaled or exceeded the vote required.

[Remainder of page intentionally left blank]

On the date set forth below, we do hereby declare under penalty of perjury under the laws of the State of California that we have signed the foregoing certificate in the official capacity set forth beneath our respective signatures and that the statements set forth in said certificate are true and correct to our own knowledge.

Dated: 12/2, 2002


Michael Croano, President


Cynthia Parks, Secretary

SIGNATURE PAGE TO CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER

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